

# **Planning ~~Services~~**

## **Service Delivery Sub-Agreement**

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This Planning ~~Services~~ Delivery Sub-Agreement is made and entered into this ~~14th XX~~ day of ~~XXXX April~~, 20~~12~~~~09~~, by and between the City of Wildwood (“City”) and Sumter County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and,

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and,

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and,

WHEREAS, Section 171.203(6), Florida Statutes (~~2008~~2011), allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; and,

WHEREAS, the City and County have amended the Intergovernmental Coordination Element of their respective comprehensive plans to reference the Interlocal Service Boundary Agreement pursuant to Section 171.203, Florida Statutes (2008~~2011), provides that each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan no later than six (6) months following entry of the interlocal service boundary agreement; and,~~

WHEREAS, Section 171.203, Florida Statutes (~~2008~~[2011](#)), provides that a municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for municipal annexation must adopt a municipal service area as an amendment to its comprehensive plan to address possible future annexations; and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Section 163.3171 Florida Statutes (~~2008~~[2011](#)), provides for joint planning agreements for the joint exercise of the planning authority of the County and the City within incorporated and unincorporated areas; and,

WHEREAS, Section 171.204, Florida Statutes (~~2008~~[2011](#)), allows a municipality to pursue annexation of land which is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and,

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for urbanized development, the appropriate land uses and infrastructure needs and provider for such lands, ensure protection of natural resources, and to establish coordinated countywide planning efforts; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process and timing of long range planning and development review processes for the City and County are clearly identified and part of a unified countywide planning organization in advance of ~~the~~ City and County capital planning, commitment, and expenditure; ~~and~~;

~~WHEREAS, the City of Wildwood is currently in the process of a major amendment to its comprehensive plan which includes major changes to its future land use maps which may affect the future land uses to be included in the joint planning agreement.~~

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree to enter into this joint planning agreement pursuant to Sections 163.3171 and

171.204, Florida Statutes, and that a coordinated approach to planning, zoning, and development review will result in development patterns that protect and promote the health and welfare of all of the citizens of Sumter County. Therefore, the County and City agree as follows:

1. Planning Service Delivery.

- a. The City shall serve as the single point of service for planning, zoning, and development review issues including, but not limited to preparation and adoption of comprehensive plan amendments, amending land development regulations and issuing development orders, within the incorporated boundaries of the municipality; and
- b. The County shall serve as the single point of service for planning, zoning, and development review issues including, but not limited to, preparation and adoption of comprehensive plan amendments, amending land development regulations and issuing development orders, within the unincorporated areas and within other cities that agree to consolidate.

2. Municipal Service Area.

- a. The Municipal Service Area (MSA) is defined as the area outside of the City's boundary that constitutes a logical area for urbanized development and serves as the Joint Planning Area (JPA), as more specifically defined in Sections 171.202(11) and 163.3171, Florida Statutes ([20082011](#)).
- b. At the time of execution of this agreement, the current boundary of the MSA is reflected on Map "1" attached hereto and incorporated herein.
- c. The City ~~shall~~has demonstrated that public services are readily available or planned to be provided within a reasonable timeframe within the current boundaries of the MSA.
- d. Before any amendments to increase the size of the MSA, the City shall demonstrate that public services are readily available or plan to be provided within a reasonable timeframe for the proposed area.
- e. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes ([20082011](#)), the County and City shall, prior to implementation of any of the benefits for annexations provided for within Section 171, Part II, Florida Statutes, and implementation of the Joint Planning Area and its benefits provided for within Chapter 163, Part II, Florida Statutes, within the MSA boundary as identified on Map "1" attached hereto and incorporated herein, seek amendment of their respective comprehensive plans as follows, subject to the statutory review authority of the Florida Department of [Economic Opportunity](#)~~Community Affairs~~:

i. ~~Within 3 months after finalization (including final approval by the Department of Community Affairs) of the City's 2009 Comprehensive Plan Amendment currently pending before the Department of Community Affairs, Case Number (City of Wildwood 09-1), the~~ The City and the County shall amend their respective comprehensive plans:

A. To incorporate the boundaries of the MSA and Joint Planning Area (JPA) as reflected in the attached Map "1" and the anticipated future land uses of the MSA/JPA as reflected in the attached Map "2" into the Future Land Use Maps of their respective Comprehensive Plans. These amendments will be transmitted to the Department of Community AffairsEconomic Opportunity within 12 months of the date of execution of this agreement; and,

B. Amend the intergovernmental coordination element of the City and County Comprehensive Plans as described in Section 163.3177(6)(h)1., Florida Statutes (20082011) as follows:

I. To allow for annexations of any areas within the MSA that would not otherwise be possible under Chapter 171, Florida Statutes, because they would create pockets, create enclaves, or would be noncontiguous and to require procedures for such annexations be implemented in the City and County Land Development Regulations, subject to the approval of the ~~Department of Community Affairs of the~~ required amendments to the City and County's Future Land Use Maps, which will be transmitted to the Department of Community AffairsEconomic Opportunity within 12 months of the execution of this agreement.;

II. To require that the City and County implement a process for land use decisions within the MSA consistent with this agreement and Part II of Section 163; and,

III. To require that the City and County implement the procedures consistent with this agreement for preparing and adopting comprehensive plan amendments, administering land development regulations and issuing development orders within the MSA.

ii. The County and City shall also adopt this agreement into their comprehensive plans. ~~after finalization of the current City comprehensive plan if it is determined by the City and/or the Department of Community Affairs that it is necessary to do so to allow the City to annex within the MSA in situations where the proposed annexation is not contiguous to the City, creates an enclave or creates a pocket.~~

~~iii. Within 3 months of the effective date of this agreement, the City and County shall amend their respective intergovernmental coordination~~

~~agreements to provide that they will work together and abide by an interlocal service boundary and joint planning agreement.~~

- f. The City and County further agree that if approval of the Comprehensive Plan amendments ~~by the Florida Department of Community Affairs~~ exceeds any applicable time frames required by this Agreement or Statute for such approval, that this Agreement will remain in full force and effect and the Parties will continue to work together to seek approval of the required amendments and neither party shall have the right to terminate it as indicated in paragraph 6.a., of the Master Agreement at least until the objectives provided for in this sub-agreement have been met and the City and County have amended the intergovernmental coordination elements of their respective comprehensive plans so that the requirements of this sub-agreement have been adopted into their respective comprehensive plans and their future land use maps have been amended to include boundaries of the MSA as it appears on Map “1” and the anticipated future land uses as reflected on Map “2”; their respective comprehensive plan amendments have been approved ~~by the Department of Community Affairs~~; and the comprehensive plan amendments have been finalized. Nothing herein shall be deemed to indicate that the parties should terminate this agreement after these objectives have been met, but neither party may terminate this agreement as provided for in the Master Agreement in paragraph 6.a., until these objectives have been met.

3. Termination of this Agreement. This Agreement may not be terminated pursuant paragraph 6 of the Master Interlocal Service Boundary and Joint Planning Agreement until the following has occurred:

- a. The City and County comprehensive plans adopting the MSA as depicted in Maps “1” and “2” have been approved and the amendments become effective as described in Section 163.3184(3)(c)4, Florida Statutes (2011); ~~by the Department of Community Affairs;~~
- b. The other Comprehensive Plan Amendments required by this planning agreement have been approved and the amendments become effective as described in Section 163.3184(3)(c)4, Florida Statutes (2011) ~~by the Department of Community Affairs;~~ and,
- c. All of the comprehensive plan amendments required by this Agreement have been finalized.

4. Global Changes to MSA Boundary. A “Global Change” shall be understood herein to mean any change to the MSA boundary as it is defined upon the effective date of this Agreement. Amendments to the MSA boundary shall be by amendment to the Comprehensive Plans of the County and City, and shall, not be effective unless jointly approved by both the County and City or determined through dispute resolution.

5. Future Land Use Pattern. The City and County agree to the generalized future land use pattern for the MSA shown on Map 2. The City and County shall amend their respective

Comprehensive Plan's future land use maps to reflect the agreed future land use pattern. The Parties will cooperate with each other in the Comprehensive Plan amendment process. If the Florida Department of ~~Economic Opportunity~~~~Community Affairs fails to approve the challenges~~ the amendments ~~and request a hearing with the Division of Administrative Hearings~~, this Agreement will remain in full force and effect and the Parties will continue to work together to determine the proper future land uses and obtain ~~approval a compliance agreement by with~~ the Florida Department of ~~Community Affairs or the Department of Community Affairs's successor entity~~. Economic Opportunity.

6. Annexation within the MSA.

a. Following the effective date as described in Section 163.3184(3)(c)4, Florida Statutes (2011) ~~approval from the Department of Community Affairs~~ of the required comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps, the City may annex any property within the MSA including property that is not contiguous, that creates enclaves, or that creates pockets, if the property proposed for annexation meets the following criteria:

i. It is consistent with the prerequisites to annexation and consent requirements for annexation in Section 171.204 and Section 171.205, Florida Statutes;

ii. Utilities are available or scheduled to be provided to the property within five (5) years;

iii. A road directly impacted by the annexation, meaning such road directly abuts the property or otherwise provides significant service to the property, meets concurrency or concurrency deficiencies are mitigated through a binding agreement;

iv. All other municipal services are available to the site; and,

v. City has adopted the MSA as part of its Comprehensive Plan, as required by Section 171.203(11), Florida Statutes.

b. Property within the MSA that is contiguous to the City, does not create enclaves and does not create pockets may be annexed into the City without meeting the criteria of subsection 6a as long as the requirements of Part I of Chapter 171, Florida Statutes, have been met.

c. If property within the MSA abuts a segment of a roadway, then at the time of its annexation, the road right of way (including the road and adjacent right of way) of the entire road segment shall be deemed to be annexed simultaneously into the City if the annexation of the property (not including the roads) will result in 51% or more of the road segment as defined in the Roads sub-agreement to be annexed into the City.

7. Minor Amendments to MSA Boundary. Following the effective date as described in Section 163.3184(3)(c)4, Florida Statutes (2011) ~~approval by the Department of Community~~

~~Affairs~~ of the comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps, the MSA may be expanded to include a parcel or parcels of property for annexation following joint approval by the City and County. Approval shall not be unreasonably withheld if the property meets the criteria for annexation within the MSA and there is no increase in density or intensity of development. If there is an impasse, the City and County will resolve through the dispute resolution process. The expanded MSA shall not take effect until the City's and County's Future Land Use Maps are amended ~~and approved by the Department of Community Affairs to reflect the expanded boundary.~~

8. Annexation of Properties Partially in the MSA.

Following the effective date as described in Section 163.3184(3)(c)4, Florida Statutes (2011) ~~approval by the Department of Community Affairs~~ of the comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps :

- a. If at least 50% of the area of the property proposed to be annexed is within the MSA, then the property shall be treated as if it were all within the MSA for purposes of this Agreement;
- b. If less than 50% of the area of the property proposed to be annexed is within the MSA, then it shall be treated as outside the MSA for purposes of this Agreement;
- c. The above provisions shall not be construed so that a property owner could not choose to annex a portion of a property inside the MSA;

9. Review of Applications Received by County. To assure ~~concurrency and~~ coordination of plans for City and County development:

- a. County staff shall, within five (5) working days of receipt of development or land use related applications, inform City staff of all applications which may affect development within the MSA. The "development or land use related applications" or "applications", as described above, for purposes of this Agreement shall include amendments to the future land use map and amendments to the text of the comprehensive plan, rezonings, planned unit developments, commercial site plans and subdivisions of land which would create five (5) or more lots;
- b. City staff will receive copies of the development or land use related applications, staff reports and minutes or records approving any such change or amendment, including notice of final approval of same;
- c. The County will include the City as part of the County's Development Review Committee (DRC) for projects within the MSA and will afford an opportunity to the City to participate as an advisory non-voting member at the DRC meetings;
- d. The City will provide the County its comments on proposed development and land use related applications at least one (1) business day before the DRC meeting or



within ten (10) working days of receipt of a copy of applications for rezonings and comprehensive plan amendments; and

e. These comments will be presented to the County's Zoning and Adjustment Board and Board of County Commissioners by County staff.

10. Review of Development and Land Use Related Applications Received by City.  
To assure ~~concurrency and~~ coordination of plans for City and County development:

a. City staff shall, within five (5) working days of receipt, inform County staff of all applications which may affect development within municipal boundaries (annexed areas) of the MSA;

b. County staff will receive copies of the applications, staff reports and minutes or records approving any such change or amendment, including notice of final approval of same;

c. The City will include the County as part of the City's staff review process for projects within the municipal boundaries of the MSA and will afford an opportunity to the County to participate as ~~an advisory non-voting~~ a member of the City's Project Review Committee ~~at the staff review~~ meetings;

d. The County will provide the City its comments on proposed development applications at least one (1) business day before the staff review meeting or within ten (10) working days of receipt of a copy of applications for rezonings and comprehensive plan amendments; and

e. These comments will be presented to the City's respective Planning Board and City Commission by City staff.

11. Commercial Design Standards. Within the MSA, the County will adhere to the City's ~~Commercial~~ Design District Standards, ~~along the following roadways: US 301, C-466, SR 44 and any other road which is designated as regionally significant or emerging regionally significant as defined in the Roads Service Delivery Subagreement.~~ The City shall provide design standard review at no charge to the County.

**End of Planning Service Sub-Agreement**